

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION**

**SANDBOX LOGISTICS, LLC; and
OREN TECHNOLOGIES, LLC,**

v.

**PROPPANT EXPRESS
INVESTMENTS, LLC; PROPPANT
EXPRESS SOLUTIONS, LLC; and
LIBERTY OILFIELD SERVICES, LLC.**

CA No. 4:17-CV-00589

DEFENDANT LIBERTY OILFIELD SERVICES LLC'S ANSWER

Defendant Liberty Oilfield Services, LLC (“Liberty”) by its attorneys, files this Answer in response to the Original Complaint of Plaintiffs SandBox Logistics, LLC and Oren Technologies, LLC (collectively “SandBox”). For avoidance of doubt, and pursuant to Fed. R. Civ. P. 8(b), all allegations responded to in this answer are denied except as expressly admitted herein.

NATURE OF THE CASE

1. This paragraph contains Plaintiffs’ characterization of the Complaint, to which no response is required. To the extent a response is required, Liberty denies that it is liable to Sandbox.

PARTIES

2. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

3. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

4. This paragraph contains Plaintiffs’ characterization of the Complaint, to which no response is required. To the extent a response is required, Liberty denies.

5. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

6. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

7. Liberty admits that it is a Delaware limited liability company with its principal place of business at 950 17th Street, Suite 2000, Denver, Colorado 80202. Liberty admits that it may be served with process through its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

8. Liberty denies that it is appropriate to refer collectively to the defendants as Defendants for purposes of asserting allegations.

JURISDICTION AND VENUE

9. Liberty admits that this Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338.

10. Liberty admits that this Court has personal jurisdiction over Liberty, but otherwise denies the allegations of this paragraph.

11. Liberty admits that it is a party to the May 2014 Technology License Master Agreement and that agreement contains a Governing Law provision. The terms of that agreement speak for themselves. Liberty otherwise denies the allegations of this paragraph.

12. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

13. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

14. Liberty admits that the License Agreement contains a Governing Law provision. Liberty otherwise denies the allegations of this paragraph.

HYDRAULIC FRACTURING

15. Liberty admits that hydraulic fracturing (‘or “fracking”) is a well-stimulation technique in which deep-rock is fractured by injecting high-pressure liquid into a wellbore to create cracks in the rock formations, and that the technique is employed by the oil and gas industry to create new channels in the rock, releasing fossil fuels for extraction and increasing ultimate recovery rates from a reservoir.

16. Liberty admits that proppant is a solid material, such as sand, that is injected into the wellbore with hydraulic fracturing liquid, and that the solid material holds the fractures in

rock formations open after the injection of fluid ceases and hydraulic pressure is removed. Liberty admits that with the width of the fractures held open by proppant, flow and extraction of previously hard-to-reach substances may be facilitated through the newly created channels. Liberty lacks sufficient information to admit or deny the other allegations set forth in this paragraph and therefore denies the allegations set forth therein.

17. Liberty admits that hydraulic fracturing operations use a large amount of proppant, but lacks sufficient information to admit or deny the other allegations set forth in this paragraph and therefore denies the allegations set forth therein.

18. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

19. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

OREN INGENUITY

20. Liberty denies the allegations of this paragraph.

21. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

22. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

THE PATENTS-IN-SUIT

23. Liberty admits that on March 29, 2016, the PTO issued U.S. Patent No. 9,296,518 (the “’518 Patent”), entitled “Proppant Storage Vessel and Assembly Thereof,” but Liberty denies that that the patent was issued “duly and legally,” but denies that it was properly issued.

24. Liberty admits that on August 2, 2016, the PTO issued U.S. Patent No. 9,403,626

(the “’626 Patent”), entitled “Proppant Storage Vessel and Assembly Thereof,” but Liberty denies that the patent was issued “duly and legally,” but denies that it was properly issued.

25. Liberty admits that on September 13, 2016, the PTO issued U.S. Patent No. 9,440,785 (the “’785 Patent”), entitled “Method of Delivering, Storing, Unloading, and Using Proppant at a Well Site,” but Liberty denies that the patent was issued “duly and legally.”

26. Liberty admits that on September 20, 2016, the PTO issued U.S. Patent No. 9,446,801 (the “’801 Patent”), entitled “Trailer Assembly for Transport of Containers of Proppant Material,” but Liberty denies that the patent was issued “duly and legally.”

27. Liberty admits that on December 6, 2016, the PTO issued U.S. Patent No. 9,511,929 (the “’929 Patent”), entitled “Proppant Storage Vessel and Assembly Thereof,” but Liberty denies that it was issued “duly and legally.”

28. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

LIBERTY AND SANDBOX ENTER INTO THE LICENSE AGREEMENT

29. Liberty admits that it is a fracking company that entered into the License Agreement with SandBox in May 2014. The Agreement speaks for itself and is the best evidence of its terms and contents; therefore Liberty denies Plaintiffs’ allegations about the Agreement’s legal effects.

30. This paragraph purports to quote from a document that speaks for itself and is the best evidence of its terms and contents; therefore Liberty denies Plaintiffs’ allegations about the Agreement’s legal effects.

LIBERTY FORMS PROPX

31. Liberty denies the allegations of this paragraph.

32. Liberty denies the allegations of this paragraph.

33. Liberty admits that PropX corporate documents were amended to add new meners in September 2016 and that there is currently a lawsuit pending in the Southern District of Texas, Galveston Division, between SandBox and Grit. Liberty denies the other allegations of this paragraph.

34. Liberty denies the allegations of this paragraph.

INTER PARTES REVIEW OF SANDBOX PATENTS

35. Liberty denies the allegations of this paragraph.

36. Liberty admits that SandBox filed a lawsuit in November 2016 in Harris County, Texas. Liberty otherwise denies the allegations of this paragraph.

37. Liberty admits that the state court denied Sandbox's request for a temporary injunction on December 13, 2016. Liberty otherwise denies the allegations of this paragraph.

38. Liberty denies the allegations of this paragraph.

39. Liberty denies the allegations of this paragraph.

FIRST CAUSE OF ACTION

40. Liberty incorporates its responses to all of the above paragraphs as if included herein.

41. Liberty denies the allegations of this paragraph.

42. Liberty denies the allegations of this paragraph.

43. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

44. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable or infringed.

45. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

46. Liberty denies the allegations of this paragraph.

47. Liberty denies the allegations of this paragraph.

48. Liberty denies the allegations of this paragraph.

49. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

50. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

51. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

52. Liberty admits that it entered into the License Agreement with SandBox on May 15, 2014. The Agreement speaks for itself and is the best evidence of its terms and contents; therefore Liberty denies Plaintiffs' allegations about the Agreement's legal effects. Liberty lacks sufficient information to admit or deny the allegation about PropX's notice of the '518 Patent, and therefore denies the allegation.

53. Liberty denies the allegations of this paragraph.

54. Liberty denies that it infringed or was induced to infringe the '518 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

55. Liberty admits that it entered into the License Agreement with SandBox on May 15, 2014. The Agreement speaks for itself and is the best evidence of its terms and contents; therefore Liberty denies Plaintiffs' allegations about the Agreement's legal effects. Liberty

lacks sufficient information to admit or deny the allegation about PropX's notice of the '518 Patent, and therefore denies the allegation.

56. Liberty denies that it infringed or was induced to infringe the '518 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

57. Liberty denies that it infringed or was induced to infringe the '518 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

58. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

59. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

60. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

61. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

62. Liberty denies that it infringed or was induced to infringe the '518 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

SECOND CAUSE OF ACTION

63. Liberty incorporates its responses to all of the above paragraphs as if included herein.

64. Liberty denies the allegations of this paragraph.

65. Liberty denies the allegations of this paragraph.

66. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

67. Liberty denies the allegations of this paragraph.

68. Liberty denies the allegations of this paragraph.

69. Liberty denies the allegations of this paragraph.

70. Liberty denies the allegations of this paragraph.

71. Liberty denies the allegations of this paragraph.

72. Liberty denies the allegations of this paragraph.

73. Liberty denies the allegations of this paragraph.

74. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

75. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

76. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

77. Liberty lacks sufficient information to admit or deny the allegation about PropX's notice of the '518 Patent, and therefore denies the allegation.

78. Liberty denies the allegations of this paragraph.

79. Liberty denies that it infringed or was induced to infringe the '626 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

80. Liberty admits that it entered into the License Agreement with SandBox on May

15, 2014. The Agreement speaks for itself and is the best evidence of its terms and contents; therefore Liberty denies Plaintiffs' allegations about the Agreement's legal effects. Liberty lacks sufficient information to admit or deny the allegation about PropX's notice of the '7626 Patent, and therefore denies the allegation.

81. Liberty denies that it infringed or was induced to infringe the '626 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

82. Liberty denies that it infringed or was induced to infringe the '626 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

83. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

84. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

85. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

86. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

87. Liberty denies that it infringed or was induced to infringe the '626 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

THIRD CAUSE OF ACTION

88. Liberty incorporates its responses to all of the above paragraphs as if included

herein.

89. Liberty denies the allegations of this paragraph.

90. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

91. Liberty denies the allegations of this paragraph.

92. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

93. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

94. Liberty denies the allegations of this paragraph.

95. Liberty denies the allegations of this paragraph.

96. Liberty denies the allegations of this paragraph.

97. Liberty denies the allegations of this paragraph.

98. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

99. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

100. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

101. Liberty admits that it entered into the License Agreement with SandBox on May 15, 2014. The Agreement speaks for itself and is the best evidence of its terms and contents; therefore Liberty denies Plaintiffs' allegations about the Agreement's legal effects. Liberty lacks sufficient information to admit or deny the allegation about PropX's notice of the '785

Patent, and therefore denies the allegation.

102. Liberty denies the allegations of this paragraph.

103. Liberty denies that it infringed or was induced to infringe the '785 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

104. Liberty denies that it infringed or was induced to infringe the '785 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

105. Liberty denies that it infringed or was induced to infringe the '785 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

106. Liberty denies that it infringed or was induced to infringe the '785 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

107. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

108. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

109. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

110. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

111. Liberty lacks sufficient information to admit or deny the allegations set forth in

this paragraph and therefore denies the allegations set forth therein.

FOURTH CAUSE OF ACTION

112. Liberty incorporates its responses to all of the above paragraphs as if included herein.

113. Liberty denies the allegations of this paragraph.

114. Liberty denies the allegations of this paragraph.

115. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

116. Liberty denies the allegations of this paragraph.

117. Liberty denies the allegations of this paragraph.

118. Liberty denies the allegations of this paragraph.

119. Liberty denies the allegations of this paragraph.

120. Liberty admits that it entered into the License Agreement with SandBox on May 15, 2014. The Agreement speaks for itself and is the best evidence of its terms and contents; therefore Liberty denies Plaintiffs' allegations about the Agreement's legal effects. Liberty lacks sufficient information to admit or deny the allegation about PropX's notice of the '801 Patent, and therefore denies the allegation.

121. Liberty denies the allegations of this paragraph.

122. Liberty denies that it infringed or was induced to infringe the '801 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

123. Liberty denies that it infringed or was induced to infringe the '801 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient

information to admit or deny the allegations and therefore denies them.

124. Liberty denies that it infringed or was induced to infringe the '801 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

125. Liberty denies that it infringed or was induced to infringe the '801 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

126. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

127. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

128. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

129. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

130. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

FIFTH CAUSE OF ACTION

131. Liberty incorporates its responses to all of the above paragraphs as if included herein.

132. Liberty denies the allegations of this paragraph.

133. Liberty denies the allegations of this paragraph.

134. Liberty admits that the referenced patent contains the text quoted in this

paragraph, but denies that the patent is valid, enforceable, or infringed.

135. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

136. Liberty denies the allegations of this paragraph.

137. Liberty denies the allegations of this paragraph.

138. Liberty denies the allegations of this paragraph.

139. Liberty denies the allegations of this paragraph.

140. Liberty denies the allegations of this paragraph.

141. Liberty denies the allegations of this paragraph.

142. Liberty denies the allegations of this paragraph.

143. Liberty denies the allegations of this paragraph.

144. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

145. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

146. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

147. Liberty admits that it entered into the License Agreement with SandBox on May 15, 2014. The Agreement speaks for itself and is the best evidence of its terms and contents; therefore Liberty denies Plaintiffs' allegations about the Agreement's legal effects. Liberty lacks sufficient information to admit or deny the allegation about PropX's notice of the '929 Patent, and therefore denies the allegation.

148. Liberty denies the allegations of this paragraph.

149. Liberty denies that it infringed or was induced to infringe the '929 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

150. Liberty denies that it infringed or was induced to infringe the '929 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

151. Liberty denies that it infringed or was induced to infringe the '929 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

152. Liberty denies that it infringed or was induced to infringe the '929 Patent. With respect to the remainder of the allegations, which concern PropX, Liberty lacks sufficient information to admit or deny the allegations and therefore denies them.

153. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

154. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

155. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

156. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

157. Liberty lacks sufficient information to admit or deny the allegations set forth in this paragraph and therefore denies the allegations set forth therein.

SIXTH CAUSE OF ACTION

158. Liberty incorporates its responses to all of the above paragraphs as if included herein.

159. Liberty denies the allegations of this paragraph.

160. Liberty denies the allegations of this paragraph.

161. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

162. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

163. Liberty denies the allegations of this paragraph.

164. Liberty denies the allegations of this paragraph.

165. Liberty denies the allegations of this paragraph.

166. Liberty denies the allegations of this paragraph.

167. Liberty denies the allegations of this paragraph.

168. Liberty denies the allegations of this paragraph.

169. Liberty denies the allegations of this paragraph.

170. Liberty denies the allegations of this paragraph.

171. Liberty denies the allegations of this paragraph.

172. Liberty denies the allegations of this paragraph.

SEVENTH CAUSE OF ACTION

173. Liberty incorporates its responses to all of the above paragraphs as if included herein.

174. Liberty denies the allegations of this paragraph.

175. Liberty denies the allegations of this paragraph.

176. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

177. Liberty denies the allegations of this paragraph.

178. Liberty denies the allegations of this paragraph.

179. Liberty denies the allegations of this paragraph.

180. Liberty denies the allegations of this paragraph

181. Liberty denies the allegations of this paragraph.

182. Liberty denies the allegations of this paragraph.

183. Liberty denies the allegations of this paragraph.

184. Liberty denies the allegations of this paragraph.

185. Liberty denies the allegations of this paragraph.

186. Liberty denies the allegations of this paragraph.

EIGHTH CAUSE OF ACTION

187. Liberty incorporates its responses to all of the above paragraphs as if included herein.

188. Liberty denies the allegations of this paragraph.

189. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

190. Liberty denies the allegations of this paragraph.

191. Liberty denies the allegations of this paragraph.

192. Liberty denies the allegations of this paragraph.

193. Liberty denies the allegations of this paragraph.

194. Liberty denies the allegations of this paragraph.

195. Liberty denies the allegations of this paragraph.

196. Liberty denies the allegations of this paragraph.

197. Liberty denies the allegations of this paragraph.

198. Liberty denies the allegations of this paragraph.

199. Liberty denies the allegations of this paragraph.

NINTH CAUSE OF ACTION

200. Liberty incorporates its responses to all of the above paragraphs as if included herein.

201. Liberty denies the allegations of this paragraph.

202. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

203. Liberty denies the allegations of this paragraph.

204. Liberty denies the allegations of this paragraph.

205. Liberty denies the allegations of this paragraph.

206. Liberty denies the allegations of this paragraph.

207. Liberty denies the allegations of this paragraph.

208. Liberty denies the allegations of this paragraph.

209. Liberty denies the allegations of this paragraph.

210. Liberty denies the allegations of this paragraph.

TENTH CAUSE OF ACTION

211. Liberty incorporates its responses to all of the above paragraphs as if included herein.

212. Liberty denies the allegations of this paragraph.

213. Liberty denies the allegations of this paragraph.

214. Liberty admits that the referenced patent contains the text quoted in this paragraph, but denies that the patent is valid, enforceable, or infringed.

215. Liberty denies the allegations of this paragraph.

216. Liberty denies the allegations of this paragraph.

217. Liberty denies the allegations of this paragraph.

218. Liberty denies the allegations of this paragraph.

219. Liberty denies the allegations of this paragraph.

220. Liberty denies the allegations of this paragraph.

221. Liberty denies the allegations of this paragraph.

222. Liberty denies the allegations of this paragraph.

223. Liberty denies the allegations of this paragraph.

224. Liberty denies the allegations of this paragraph.

ELEVENTH CAUSE OF ACTION

225. Liberty incorporates its responses to all of the above paragraphs as if included herein.

226. The allegation of this paragraph constitutes a legal conclusion to which no answer is required.

227. Liberty denies the allegations of this paragraph.

228. Liberty denies the allegations of this paragraph.

229. Liberty denies the allegations of this paragraph.

230. Liberty denies the allegations of this paragraph.

231. This statement does not constitute factual or legal allegations to which a responsive pleading is required. To the extent that this paragraph is deemed to set forth factual or legal allegations, Liberty denies those allegations and denies that Sandbox is entitled to an injunction.

DEMAND FOR JURY TRIAL

232. Plaintiffs' request for a jury trial does not require an admission or denial. Liberty also demands a jury trial pursuant to Fed. R. Civ. P. 38.

PRAYER FOR RELIEF

233. Liberty denies that Plaintiffs are entitled to a judgment in its favor, the relief requested in paragraph 233A-J, or to any other relief whatsoever.

LIBERTY'S DEFENSES AND AFFIRMATIVE DEFENSES

Subject to the responses above, Liberty alleges and asserts the following defenses in response to the allegations, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defense are reflected herein. In addition to the defenses described below, subject to the responses above, Liberty specifically reserves the right to assert any additional defenses and affirmative defenses that may become known through the course of discovery or otherwise:

FIRST DEFENSE – NON-INFRINGEMENT

246. Liberty has not infringed, contributed to the infringement, or induced the infringement of any valid enforceable claims of the '518 Patent, the '626 Patent, the '785 Patent, the '801 Patent, or the '929 Patent (collectively, the "Asserted Patents"), as properly construed, literally, under the doctrine of equivalents, or in any other manner and has not otherwise committed any acts in violation of 35 U.S.C. § 271.

SECOND DEFENSE - INVALIDITY

247. Upon information and belief, some or all of the claims of the Asserted Patents are invalid for failure to satisfy the conditions of patentability set forth in one or more of the provisions of 35 U.S.C. §§ 101, 102, 103 and/or 112, as well as other applicable rules and regulations.

THIRD DEFENSE – STATUTORY LIMITATIONS ON DAMAGES

248. SandBox’s claims for damages, if any, against Grit for alleged infringement of the Asserted Patents are barred in whole or in part by 35 U.S.C. §§ 287 and/or 288.

FOURTH DEFENSE – INDEFINITE

249. The venue selection clause of the contract asserted by SandBox is indefinite as applied to IPRs.

FIFTH DEFENSE – CONTRARY TO PUBLIC POLICY

250. Enforcement of the SandBox contract to prevent filing of an IPR is contrary to public policy.

Respectfully submitted,

REYNOLDS FRIZZELL LLP

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**ATTORNEY FOR DEFENDANT
LIBERTY OILFIELD SERVICES, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of April, 2017, I have forwarded a copy of the foregoing to all counsel of record via ECF Court Filing System and U.S. Mail to any non- participants.

/s/ *Jeremy L. Doyle*
Jeremy L. Doyle